

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 26 day of March, 1993, by First Alabama Bank (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain second mortgage in the amount of \$20,379.89 from Martin Rosta and wife, Norma Rosta, as recorded in Real 369, Page 583, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Lot 61, according to the Survey of Brook Highland, 2nd Sector, as recorded in Map Book 12, Page 63 A & B, in the Probate Office of Shelby County, Alabama.  
Mineral and mining rights excepted.

AND WHEREAS, Coats & Co., Inc., is making a mortgage loan to Martin Rosta and wife, Norma Rosta (to refinance the original first mortgage loan from First General Lending Corporation recorded in in Real 271, Page 166; assigned to MortgageAmerica, Inc. in Real 271, Page 170 and corrected in Real 273, Page 928, in the Probate Office of Shelby County, Alabama) in the amount of \$150,000.00, said loan secured by a mortgage which encumbers the above described real property;

WHEREAS, Coats & Co., Inc., as a condition for making said new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new Coats & Co., Inc. mortgage, and Mortgagee has agreed to do so.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of TEN DOLLARS in hand paid by Coats & Co., Inc., the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Coats & Co., Inc., that the lien of First Alabama Bank, shall be and the same is hereby made subordinate, inferior, and subject in every respect to the lien of Coats & Co., Inc., which was granted by Martin Rosta and wife, Norma Rosta to Coats & Co., Inc., to refinance the original mortgage recorded in Real 271, Page 166; assigned in Real 271, Page 170, and corrected in Real 273, Page 928, in the Probate Office of Shelby County, Alabama, which encumbers the above described property; provided, however, that this subordination is limited to the amount of \$150,000.00.

IN WITNESS WHEREOF, this agreement is executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Beth Hancock  
\_\_\_\_\_

FIRST ALABAMA BANK

By: Walter H. Spidle  
Walter H. Spidle  
Vice President

Inst # 1993-10762

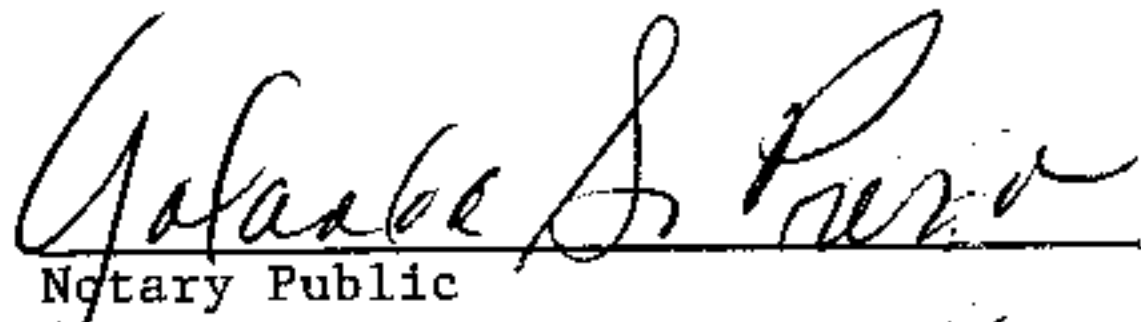
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SHELBY COUNTY JUDGE OF PROBATE  
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STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 26  
day of March, 1993, by Walter H. Spidle, as Vice President of FIRST  
ALABAMA BANK, on behalf of the Bank.

  
Notary Public

My Commission Expires: 1-14-94

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